EXHIBIT A -
Oracle's [Proposed] Permanent Injunction Against Defendants Rimini Street and Seth Ravin

1   BOIES, SCHILLER & FLEXNER LLP
     RICHARD J. POCKER (NV Bar No. 3568)
2   300 South Fourth Street, Suite 800
     Las Vegas, NV 89101
3   Telephone: (702) 382-7300
     Facsimile: (702) 382-2755
4   rpocker@bsfllp.com

5   BOIES, SCHILLER & FLEXNER LLP
     WILLIAM ISAACSON (*pro hac vice*)
6   KAREN DUNN (*pro hac vice*)
     5301 Wisconsin Ave, NW
7   Washington, DC 20015
     Telephone: (202) 237-2727
8   Facsimile: (202) 237-6131
     wisaacson@bsfllp.com
9   kdunn@bsfllp.com

10   BOIES, SCHILLER & FLEXNER LLP
     STEVEN C. HOLTZMAN (*pro hac vice*)
11   1999 Harrison Street, Suite 900
     Oakland, CA 94612
12   Telephone: (510) 874-1000
     Facsimile: (510) 874-1460
13   sholtzman@bsfllp.com

14   Attorneys for Plaintiffs
     Oracle USA, Inc., Oracle America, Inc., and
15   Oracle International Corp.

     MORGAN, LEWIS & BOCKIUS LLP
     THOMAS S. HIXSON (*pro hac vice*)
     KRISTEN A. PALUMBO (*pro hac vice*)
     One Market, Spear Street Tower
     San Francisco, CA 94105
     Telephone: 415.442.1000
     Facsimile: 415.442.1001
     thomas.hixson@morganlewis.com
     kristen.palumbo@morganlewis.com

     DORIAN DALEY (*pro hac vice*)
     DEBORAH K. MILLER (*pro hac vice*)
     JAMES C. MAROULIS (*pro hac vice*)
     ORACLE CORPORATION
     500 Oracle Parkway, M/S 5op7
     Redwood City, CA 94070
     Telephone: 650.506.4846
     Facsimile: 650.506.7114
     dorian.daley@oracle.com
     deborah.miller@oracle.com
     jim.maroulis@oracle.com

16

17   UNITED STATES DISTRICT COURT

18   DISTRICT OF NEVADA

19 ORACLE USA, INC., a Colorado corporation; ORACLE AMERICA, INC., a Delaware 20 corporation; and ORACLE INTERNATIONAL CORPORATION, a California corporation,	Case No. 2:10-cv-0106-LRH-VCF
21 Plaintiffs,	**[PROPOSED] PERMANENT INJUNCTION AGAINST DEFENDANTS RIMINI STREET, INC. AND SETH RAVIN**
22 v.	
23 RIMINI STREET, INC., a Nevada corporation; 24 and SETH RAVIN, an individual,	
25 Defendants.	

26

27

28

I.   INJUNCTION PURSUANT TO 17 U.S.C. § 502(a)

Good cause being shown, the Court permanently enjoins and restrains Defendant Rimini Street, Inc. and its subsidiaries, affiliates, employees, directors, officers, principals, and agents (collectively, "Rimini") as follows:

1.   Rimini Street, Inc. shall provide notice of this Section 502 Order to all subsidiaries, affiliates, employees, directors, officers, principals, and agents that may have any involvement whatsoever in reproducing, preparing derivative works from, or distributing PeopleSoft, JD Edwards, Siebel, or Oracle Database software or documentation.

2.   Rimini shall not reproduce, prepare derivative works from, or distribute PeopleSoft, JD Edwards, or Siebel software or documentation in any way unless both of the following conditions are met:

(a)   Rimini shall not reproduce, prepare derivative works from, or distribute PeopleSoft, JD Edwards, or Siebel software or documentation unless solely in connection with work for a specific customer that has affirmed in writing that the customer holds a valid, written license agreement for the particular PeopleSoft, JD Edwards, or Siebel software and documentation authorizing Rimini's specific conduct; and

(b)   Rimini shall not reproduce, prepare derivative works from, or distribute PeopleSoft, JD Edwards, or Siebel software or documentation unless such conduct is consistent with the remaining terms of this Order.

A.   PeopleSoft

3.   Rimini shall not distribute PeopleSoft software or documentation or any derivative works created from or with PeopleSoft software or documentation;

4.   Rimini shall not reproduce, prepare derivative works from, or use a specific licensee's PeopleSoft software or documentation other than to support the specific licensee's own internal data processing operations;

[PROPOSED] PERMANENT INJUNCTION

1   5.   Rimini shall not reproduce, prepare derivative works from, or use PeopleSoft

2   software or documentation on, with, or to any computer systems other than a specific

3   licensee's own computer systems;

4   6.   Rimini shall not reproduce, prepare derivative works from, or use PeopleSoft

5   software or documentation on one licensee's computer systems to support,

6   troubleshoot, or perform development or testing for any other licensee, including,

7   specifically, that Rimini shall not use a specific licensee's PeopleSoft environment to

8   develop or test software updates or modifications for the benefit of any other licensee;

9   **B.   JD Edwards**

10 7.   Rimini shall not distribute JD Edwards software or documentation or any derivative

11   works created from or with JD Edwards software or documentation;

12 8.   Rimini shall not reproduce, prepare derivative works from, or use a specific licensee's

13   JD Edwards software or documentation other than on a specific licensee's own

14   computer systems;

15 9.   Rimini shall not copy or access JD Edwards software source code;

16 10. Rimini shall not reproduce, prepare derivative works from, or use JD Edwards

17   software or documentation on, with, or to any computer systems other than a specific

18   licensee's own computer systems, except to create an unmodified copy of a specific

19   licensee's software application and documentation for use by that specific licensee in

20   the event that the production copy of the licensee's software is corrupted or lost;

21 11. Rimini shall not reproduce, prepare derivative works from, or use JD Edwards

22   software or documentation on one licensee's computer systems to support,

23   troubleshoot, or perform development or testing for any other licensee, including,

24   specifically, that Rimini shall not use a specific licensee's JD Edwards environment

25   to develop or test software updates or modifications for the benefit of any other

26   licensee;

27

28

[PROPOSED] PERMANENT INJUNCTION

C.   Siebel

12.   Rimini shall not distribute or prepare derivative works from Siebel software or documentation;

13.   Rimini shall not copy or access Siebel software source code;

14.   Rimini shall not reproduce or use Siebel software or documentation on, with, or to any computer systems other than a specific licensee's own computer systems, except solely to:

    a.   create an unmodified copy of a specific licensee's software application and documentation for the use of that specific licensee in the event that the production copy of the licensee's software is corrupted or lost;

    b.   create an unmodified copy of a specific licensee's software application and documentation for emergency back-up purposes; or,

    c.   create an unmodified copy of a specific licensee's software application and documentation for disaster recovery purposes and related testing;

15.   Rimini shall not reproduce, prepare derivative works from, or use Siebel software or documentation on one licensee's computer systems to support, troubleshoot, or perform development or testing for any other licensee, including, specifically, that Rimini shall not use a specific licensee's Siebel environment to develop or test software updates or modifications for the benefit of any other licensee;

D.   Oracle Database

16.   Rimini shall not reproduce, prepare derivative works from, or distribute Oracle Database software.

II.   <u>INJUNCTION PURSUANT TO CDAFA</u>

Good cause being shown, the Court permanently enjoins and restrains Defendant Seth Ravin, Defendant Rimini Street, and the subsidiaries, affiliates, employees, directors, officers, principals, and agents of either of them ("Rimini and Ravin"):

[PROPOSED] PERMANENT INJUNCTION

1.   Rimini Street, Inc. and Seth Ravin shall provide notice of this CDAFA Order to all subsidiaries, affiliates, employees, directors, officers, principals, and agents that may have any involvement whatsoever in accessing any Oracle website.

2.   Rimini and Ravin shall not access (including download from) any Oracle website in any manner that could damage, disable, overburden, impair, or otherwise result in unauthorized access to or interference with, the proper functioning of any Oracle accounts, systems, or networks, including but not limited to access by or use of any automated or computerized method simulating manual downloading;

3.   Rimini and Ravin shall not distribute materials downloaded from any Oracle website to more than one person or entity;

4.   Rimini and Ravin shall not access any Oracle website using any entity's credentials for the benefit of any entity other than the entity to which the credentials were issued.

IT IS SO ORDERED.

DATED:

By: _____
             Hon. Larry R. Hicks
             United States District Judge

[PROPOSED] PERMANENT INJUNCTION